

..DID: 2036  
..TXT: PSC NO: 8 GAS LEAF: 134  
COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 04/01/98 SUPERSEDING REVISION:  
STAMPS:  
Cancelled by 1 Rev. Leaf No. 134 Effective 06/01/1999  
RECEIVED: 01/05/98 STATUS: Cancelled EFFECTIVE: 04/01/98  
GENERAL INFORMATION (Cont\*d)

## II. 32. CONTINUED

3. All other terms and conditions under SC 19 and Company's tariff apply as if fully stated herein.

## F. Rates and Charges:

Rates and charges for STBA service shall be billed to Supplier pursuant to SC 19.

## H. Incorporation by Reference:

A copy of the currently-effective form of SC 19 is attached hereto and is incorporated herein. If there is any inconsistency between this Agreement and SC 19, either as presently effective or as amended, then the provisions of SC 19 shall apply.

## I. Notices:

All notices, invoices and other correspondence sent pursuant to this Agreement shall be addressed to the following parties:

To Company: National Fuel Gas Distribution Corporation  
Gas Measurement Department  
10 Lafayette Square, 14th Floor  
Buffalo, New York 14203

To Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## J. Limitation on Company's Liability:

Company shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the powers and authority herein conferred or for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond Company's control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages in supplies, delays in transportation, or requirements of any governmental authority. Furthermore, in no event shall Company be liable for consequential, punitive, incidental, indirect or special damages in the provision of services hereunder.

## K. Supplier Indemnity Obligations:

Supplier shall indemnify, save harmless and, at Company's option, defend Company from and against any and all losses, claims, demands, damages, costs (including, without limitations, reasonable attorneys' fees), expenses, liabilities, proceedings, suits, actions, restrictions, injunctions, fines, judgments, penalties and assessments which Company may suffer for, on account of, by reason of or in connection with any adverse claim of any person or persons to the gas purchased by Company under SC 19, regarding cashout purchases of Burner Tip Net Surplus Imbalances, and in connection with any bodily injury, including death to any person or persons (including, without limitation, Customers' employees) or any damage to or destruction of any property, including, without limitation, loss of use thereof, arising out of, in any manner connected with or resulting from the goods, work or services furnished by Agent with respect to this Agreement. The provisions of this Paragraph K shall survive the termination or expiration of this Agreement.

Issued by P.C. Ackerman, President, 10 Lafayette Square, Buffalo NY 14203  
(Name of Officer, Title, Address)